

EXHIBIT 1

**TO THE DECLARATION OF STEPHEN G. TOPETZES
IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS**

DECLARATION OF ANDREW WARKMAN

I, Andrew Warkman, do hereby declare and state as follows:

1. I am over the age of eighteen (18) years and believe in the obligations of an oath.
2. I have personal knowledge of the matters set forth herein and am competent to testify thereto.
3. I am employed as the Vice President and General Manager, WWE UK & Ireland. I have held that position with WWE since May 2019.
4. Prior to being hired by WWE in May 2019, I was Senior Vice President, Sports & Production for Orbit Showtime Network (“OSN”) and its predecessor, Showtime Arabia, from approximately April 2005 through March 2019. In that capacity, I was responsible for managing OSN’s relationship with WWE along with OSN’s other sports rights holders including Ultimate Fighting Championship (“UFC”), PGA Tour, European Tour, IMG, and the International Cricket Council (“ICC”).
5. I have reviewed the complaints filed against WWE in the lawsuits styled (i) *City of Warren Police and Fire Retirement System, individually, and on behalf of all others similarly situated, v. World Wrestling Entertainment, Inc. et al.* (“City of Warren”); (ii) *Paul Szaniawski, individually and on behalf of all others similarly situated, v. World Wrestling Entertainment, Inc. et al.* “Szaniawski”); (iii) *Ryan Merholz and Melvyn Klein, derivatively on behalf of World Wrestling Entertainment, Inc., v. Vincent K. McMahon, Stephanie McMahon, Paul Levesque, Frank A. Riddick, III, Stuart U. Goldfarb, Laureen Ong, Robyn W. Peterson, Man Jit Singh, Jeffrey R. Speed, Alan M. Wexler, and George A. Barrios* (“Merholz”); and (iv) *Daniel Kooi, derivatively on behalf of World Wrestling Entertainment, Inc., v. Vincent K. McMahon, Frank A. Riddick, III, Jeffrey R. Speed, Patricia A. Gottesman, Stuart U. Goldfarb, Laureen Ong, Paul*

Levesque, Robyn W. Peterson, Stephanie McMahon, Man Jit Singh, Alan M. Wexler, George A. Barrios, and Michelle D. Wilson (“Kooi”). I specifically reviewed those allegations of the complaints relating to OSN.

6. Based on my experience working as Senior Vice President, Sports & Production for OSN for over a decade, numerous allegations of the complaints relating to OSN are demonstrably false. Specifically:

a. For the reasons set forth in Paragraphs 7-10 below, the allegation that OSN is “a Saudi-controlled direct broadcast satellite provider serving the Middle East and North Africa (“MENA”) region” is false. (*City of Warren* Complaint ¶ 2; *Szaniawski* Complaint ¶ 3; *Merholz* Complaint ¶ 3; *Kooi* Complaint ¶ 2).

b. For the reasons set forth in Paragraphs 11-16 below, the allegation that by at least early 2019 “OSN was contemplating the early termination of its obligations under its broadcasting agreement (ultimately terminated in March 2019) and had rebuffed WWE’s efforts to renew the agreement” is false. (*City of Warren* Complaint ¶ 6; *Szaniawski* Complaint ¶ 7; *Merholz* Complaint ¶ 7; *Kooi* Complaint ¶ 5).

c. For the reasons set forth in Paragraphs 7-19 below, the allegation that following a June 2019 live event held in Saudi Arabia “the negotiations with OSN floundered” is false. (*City of Warren* Complaint ¶ 7; *Szaniawski* Complaint ¶ 8; *Merholz* Complaint ¶ 8; *Kooi* Complaint ¶ 7).

d. For the reasons described in Paragraphs 7-16 below, the allegation that the “Saudis . . . decided to prematurely pull WWE programming on OSN as the parties entered a critical bargaining period, with the MENA media rights agreement coming up for renewal during the year” is false. (*City of Warren* Complaint ¶ 34; *Szaniawski* Complaint ¶ 36).

e. For the reasons described in Paragraphs 7-16 below, the allegation that “the broadcasting agreement with the Saudis, however, was eventually terminated in March of 2019” is false. (*Merholz* Complaint ¶ 7).

f. For the reasons described in Paragraphs 7-19 below, the allegation that as of February 2019 WWE was experiencing a breakdown in negotiations with the Saudi government “over a renewed broadcasting distribution deal” is false. (*City of Warren* Complaint ¶ 43(a); *Szaniawski* Complaint ¶ 45(i); *Merholz* Complaint ¶ 57(i)).

g. For the reasons described in Paragraphs 7-16 below, the allegation that “OSN had terminated the broadcast of WWE programming in the first quarter of 2019 despite a contractual obligation to continue such broadcasts and that this cancellation was symptomatic of a deterioration in the business relationship between the parties” is false. (*City of Warren* Complaint ¶ 43(c); *Szaniawski* Complaint ¶ 45(iii)).

h. For the reasons described in Paragraph 7-16 below, the allegation that “OSN had terminated the broadcast of WWE programming in the first quarter of 2019 despite a contractual obligation to continue such broadcasts, which cancellation was symptomatic of a deterioration in the business relationship between the parties” is false. (*Merholz* Complaint ¶ 57(i)).

i. For the reasons described in Paragraphs 7-19 below, the allegation that “OSN had rebuffed efforts to renew a distribution rights agreement on terms acceptable to WWE, and such renewal was unlikely to occur in 2019, if ever” is false. (*City of Warren* Complaint ¶¶ 43(d) & 53(d); *Szaniawski* Complaint ¶¶ 45(iv) & 55(iv); *Merholz* Complaint ¶¶ 57(iv) & 67(iv); *Kooi* Complaint ¶ 66(d)).

j. For the reasons described in Paragraphs 7-19 below, the allegation that “OSN had refused to restart the broadcast of WWE programming despite a contractual obligation to continue such broadcasts and that this refusal was symptomatic of a deterioration in the business relationship between the parties” is false. (*City of Warren* Complaint ¶ 53(c); *Szaniawski* Complaint ¶ 55(iii); *Merholz* Complaint ¶ 67(iii); *Kooi* Complaint ¶ 66(c)).

Ownership of OSN

7. Each of these allegations is based on the false premise that OSN was owned or controlled by the Kingdom of Saudi Arabia (“KSA”).

8. Contrary to the allegations of the Complaints, at all relevant times, OSN was not owned or controlled by KSA in any respect.

9. OSN was and remains owned and operated by Panther Media Group Ltd, which is a joint venture that at all relevant times was owned 60.5% by Kuwait Projects Company (“KIPCO”) and 39.5% by Mawarid Group Limited, a private Saudi investment firm. Attached hereto as Exhibits 1 through 6 are examples of numerous media articles readily available through a basic Google search, which confirm this ownership structure of OSN.

10. The joint venture Panther Media Group was the result of the 2010 merger of Showtime Arabia that was owned by KIPCO and Orbit Communications that was owned by Mawarid Holdings. At all relevant times, KIPCO was the controlling shareholder of OSN and the Chairman of the OSN Board was Faisal Al Ayyar of KIPCO.

WWE’s Relationship with OSN

11. In addition to erroneously conflating WWE’s relationship with OSN with its entirely separate relationship with KSA, contrary to allegations (b) – (j) above, the early termination of WWE’s media rights agreement with OSN had nothing to do with an alleged

deterioration of WWE's relationship with KSA; rather, it was solely due to OSN's strategic decision to shut down its sports channels.

12. By 2018, OSN's business was struggling largely due to rampant piracy in the MENA region. Due to the mounting losses and the significant rights fees owed to OSN's content rights holders (such as WWE), in November 2018, the OSN Board made the decision to shut down OSN's sports channels.

13. As a result of that decision, I was directed to discuss early terminations and settlements with all of OSN's sports rights holders, including, but not limited to, WWE.

14. OSN and WWE entered into a settlement agreement dated December 18, 2018 pursuant to which OSN and WWE agreed to the early termination of their operative agreements as of March 31, 2019 when OSN was shutting down its sports channels, and OSN agreed to pay WWE all rights fees owed for 2018 and through March 31, 2019.

15. Thus, OSN did not prematurely pull WWE programming or terminate WWE programming despite a contractual obligation to continue such programming. In reality, OSN continued to air WWE programming, and pay WWE rights fees, through the early termination date of March 31, 2019 in accordance with the parties' December 18, 2018 settlement agreement.

16. Likewise, OSN did not rebuff efforts by WWE to renew the parties' distribution rights agreement. On the contrary, OSN approached WWE regarding the early termination of the parties' operative agreements because OSN had made the strategic decision to shut down its sports channels.

WWE's Discussions with KSA Regarding A Media Rights Agreement

17. After becoming employed by WWE in May 2019, I learned that WWE was in discussions with the Saudi General Sports Authority and/or Saudi General Entertainment

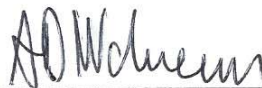
Authority regarding a potential new exclusive media rights agreement in the MENA region. This potential new media rights agreement did not involve OSN in any respect.

18. Although I have not been directly involved in the discussions with the Saudi General Sports Authority and/or Saudi General Entertainment Authority regarding an exclusive media rights agreement, I understand that those discussions remain ongoing.

19. Contrary to the allegations (b) – (j) above, WWE's discussions with the Saudi General Sports Authority and/or Saudi General Entertainment Authority regarding an exclusive media rights agreement in the MENA region in 2019-2020 did not involve a renewal of WWE's prior media rights agreements with OSN. OSN had no involvement whatsoever in these discussions.

I hereby declare, under penalty of perjury pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed this 14th day of May, 2020.



Andrew Warkman